

**COLLECTIVE BARGAINING AGREEMENT**

*BETWEEN*

*THE HOWELL TOWNSHIP EDUCATION ASSOCIATION*

*AND*

*THE HOWELL TOWNSHIP BOARD OF EDUCATION  
JULY 1, 2002-JUNE 30, 2005*

# TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	RECOGNITION .....	1
2	NEGOTIATIONS PROCEDURE .....	3
3	EMPLOYEE RIGHTS .....	4
4	ASSOCIATION RIGHTS .....	5
5	MANAGEMENT RIGHTS .....	7
6	HEALTH PROTECTION .....	8
7	AGENCY SHOP .....	11
8	MISCELLANEOUS PROVISIONS .....	13
9	GRIEVANCE PROCEDURE (EMPLOYEES OTHER THAN SUPPORT STAFF) .....	15
10	ARBITRATION OF GRIEVANCES FOR EMPLOYEES OTHER THAN SUPPORT STAFF .....	20
11	GRIEVANCE PROCEDURE (SUPPORT STAFF EMPLOYEES) .....	22
12	SALARIES .....	25
13	TEACHER WORK YEAR .....	29
14	TEACHING HOURS AND TEACHING LOAD .....	30
15	NON-TEACHING DUTIES .....	32
16	CLASS SIZE .....	33
17	SPECIALISTS .....	34
18	REGULATIONS COVERING TEACHER AND SPECIAL EDUCATION TEACHER ASSISTANT EMPLOYMENT AND SERVICES .....	35
19	TEACHER ASSIGNMENTS .....	37
20	TEACHER VOLUNTARY TRANSFERS .....	38
21	TEACHER INVOLUNTARY TRANSFER AND REASSIGNMENT .....	39
22	TEACHER PROMOTIONS .....	40
23	PROCEDURE FOR REEMPLOYMENT OF NON-TENURED TEACHERS AND SECRETARIES .....	41
24	TEACHER REDUCTION IN FORCE .....	43
25	TEACHER EVALUATIONS .....	44
26	TEACHER SABBATICAL LEAVE .....	45
27	TEACHER SALARY DEDUCTIONS .....	49
28	ACADEMIC COUNCIL .....	50
29	TEACHER-ADMINISTRATION LIAISON .....	52
30	PERSONAL AND ACADEMIC FREEDOM .....	53
31	TUITION REIMBURSEMENT .....	54
32	SICK LEAVE FOR NON-SUPPORT STAFF .....	56
33	TEMPORARY LEAVE OF ABSENCE FOR NON-SUPPORT STAFF .....	58
34	BEREAVEMENT FOR NON-SUPPORT STAFF .....	60

**TABLE OF CONTENTS**  
(Continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
35	EXTENDED LEAVE OF ABSENCE	
	FOR NON-SUPPORT STAFF .....	62
36	LEAVE NOTIFICATION FOR NON-SUPPORT STAFF .....	64
37	PROTECTION OF NON-SUPPORT STAFF EMPLOYEES .....	65
38	SECRETARIES, MEDIA ASSISTANTS AND OFFICE ASSISTANT SECRETARIES WORK YEAR, HOURS AND WORK LOAD .....	66
39	REGULATIONS CONCERNING SECRETARY/MEDIA ASSISTANT/OFFICE ASSISTANT SECRETARY EMPLOYMENT AND SERVICES .....	67
40	SENIORITY FOR SECRETARIES, OFFICE ASSISTANT SECRETARIES, MEDIA ASSISTANTS AND SPECIAL EDUCATION TEACHER ASSISTANTS .....	69
41	SECRETARY/OFFICE ASSISTANT SECRETARY/ MEDIA ASSISTANT VOLUNTARY TRANSFERS .....	70
42	SECRETARY/OFFICE ASSISTANT SECRETARY/ MEDIA ASSISTANT INVOLUNTARY TRANSFERS .....	72
43	SECRETARY/OFFICE ASSISTANT SECRETARY/ MEDIA ASSISTANT EVALUATIONS .....	73
44	SUPPORT STAFF HOURS OF WORK AND OVERTIME .....	74
45	SUPPORT STAFF SENIORITY .....	77
46	SUPPORT STAFF LEAVE OF ABSENCE .....	80
47	SUPPORT STAFF HOLIDAYS .....	82
48	VACATIONS - 12 MONTH SUPPORT STAFF EMPLOYEE .....	83
49	SUPPORT STAFF TEMPORARY VACANCIES .....	85
50	MISCELLANEOUS PROVISIONS FOR SUPPORT STAFF .....	86
51	INCLEMENT WEATHER .....	87
52	PART-TIME CUSTODIAL/MAINTENANCE EMPLOYEES .....	88
53	TRANSPORTATION .....	90
54	SUPPORT STAFF CLOTHING ALLOWANCE .....	93
55	DURATION OF AGREEMENT .....	96
	SCHEDULES .....	97-113

TABLE OF CONTENTS  
(Continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	SCHEDULE A.....	97
	SCHEDULE B.....	98
	SCHEDULE C.....	99
	SCHEDULE D.....	100
	SCHEDULE E.....	101
	SCHEDULE F.....	102
	SCHEDULE G.....	103
	SCHEDULE H.....	104
	SCHEDULE I.....	105
	SCHEDULE J.....	106
	SCHEDULE K.....	107
	SCHEDULE L.....	108
	SCHEDULE M.....	109
	SCHEDULE N.....	110
	SCHEDULE O.....	111
	SCHEDULE P.....	112
	SCHEDULE Q.....	113

## ARTICLE I

### RECOGNITION

The Howell Township Board of Education, hereinafter referred to as the Board, agrees to and hereby does recognize the Howell Township Education Association, hereinafter referred to as the Association, as the exclusive and sole representative for collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 for the following described unit: all professionally certified classroom teachers, special education teacher assistants, auxiliary teachers, media specialist, special services personnel, occupational therapists, certified occupational therapists assistant (COTIA), substance abuse coordinators, nurses, psychologists, principal secretaries, office assistant secretaries, media assistants, interpreters for the hearing-impaired and support staff.<sup>1</sup>

Excluded from the above unit are administrators, principals, director of special services personnel, vice principals, supervisors and curriculum coordinators.

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined. The term "teacher" shall refer only to all professionally certified classroom teachers, auxiliary teachers, media specialist, special services personnel, nurses and psychologists. The term "Support Staff" shall refer only to the employees defined in footnote 1.

Throughout this Agreement, certain articles refer only to specific categories of employees in the bargaining unit or exclude categories of certain employees in the bargaining unit. In such cases where the title of the Article so states, all the benefits of the article apply only to those named in the title; the benefits of the article do not apply to the categories of excluded employees.

<sup>1</sup> "Support Staff" is defined as all employees of the Board employed in the Transportation, Maintenance, Custodial, Security and Food Service Departments, exclusive of supervisors and clerical employees in said departments.

Notwithstanding anything to the contrary, part-time custodial/maintenance employees are entitled only to those fringe benefits that are specifically stated to include that group of employees. The term "Support Staff" normally does not include part-time custodial/maintenance employees.

## ARTICLE 2

### NEGOTIATIONS PROCEDURE

A. The association shall submit, in writing, its demands for collective negotiations with the Board no later than December 1 of the calendar year preceding the period of the proposed Agreement. The parties agree to meet no later than December 15 and such other reasonable times thereafter to negotiate in accordance with Chapter 303, Public Laws of 1968.

B. The Board shall make available, upon written request by the Association, all information, which by law is public in nature.

C. Neither party shall have control over the selection or number of the negotiating representatives of the other.

D. All negotiations shall be held outside normal school hours or whenever it is practical, subject to mutual agreement.

E. This Agreement incorporates the entire understanding of all parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and adopted by the Board.

### ARTICLE 3

#### EMPLOYEE RIGHTS

- A. The Board and the Association recognize the right of employees to form, join and assist any employee organization or to refrain from any such activity for the purpose of collective negotiations with the Board in accordance with state statutes.
- B. The Board and the Association agree that there shall be no reprisals of any kind taken against any employee by reason of membership in, or refusal to join with, the Association.
- C. No Non-Support Staff employee shall be disciplined or have an increment withheld without just cause. This paragraph shall not apply to the non-renewal of any special education teacher assistant.
- D. When any Non-Support Staff employee member is required to appear before the Board of Education, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary of any increments pertaining thereto, then the employee shall be entitled to a meeting or interview, shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the employee's own choosing present to advise and represent the teacher during such meeting or interview.
- E. No employee shall be prevented from wearing a pin or other reasonable identification of membership in the Association or its affiliates.
- F. The grading of pupils shall be the responsibility of the teacher. The Superintendent and/or his designee shall have the right to review such grades and require changes as justified after consultation with the grading teacher.



## ARTICLE 4

### ASSOCIATION RIGHTS

#### A. Information

The Board agrees to furnish to the Association, in response to reasonable requests, information concerning the educational program including, but not limited to: class size, number of specialists, annual audits, register of certified personnel, group teacher health insurance premiums and experience figures.

#### B. Use of School Buildings

The Association and its representatives shall have the right to the use of school buildings at all reasonable hours for the Association meetings, provided that all regularly scheduled meetings be approved by the Board Secretary's office, and providing requests for regular meetings be made at least three (3) days prior to such meetings. Requests for emergency meetings will be submitted to the Building Principal who will handle such requests the same day as received. Approval shall not be unreasonably withheld.

#### C. Use of Bulletin Boards

The Association shall have, in each school building, reasonable use of a bulletin board in each faculty lounge for Non-Support Staff notices. The location of bulletin boards shall be where presently located, and if none, where designated by the Association. Copies of all materials shall be given to the Building Principal, but no approval shall be required. The Board will also provide reasonable accessible bulletin boards for Support Staff notices. Prior to posting, a copy of such notices shall be furnished to the Assistant Superintendent of Schools for Business. Notices shall not be inappropriate.

#### D. Mail Facilities and Mail Boxes

The Association shall have the right to reasonable use of interschool mail and mail boxes; open materials shall require approval of the Superintendent or designated representatives.

#### **E. Rights and Privileges**

The rights and privileges of the Association and the representatives as set forth in this article shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.

#### **F. Plan Periods of the Association President**

To the extent that scheduling permits, the Superintendent and the Board will grant adequate free time to the President of the Association or the President's designated official to conduct activities and functions to the extent that the Board and the Association agree such activities are of mutual benefit. The Association President shall not be assigned non-teaching duties except in cases of emergency. The President's schedule shall be so arranged that the President's plan and the President's lunch period shall be consecutive. The President of the Association shall suffer no loss in pay if he or she is required by the Board to participate in Association business during school time.

#### **G. Orientation Program**

The Association may make recommendations to the Superintendent covering the orientation procedures. The Association will be provided scheduled time during orientation for welcoming new teachers.

#### **H. Scheduling of Meetings**

Should negotiations, grievances, or other meetings be mutually scheduled by the parties, participants shall suffer no loss in pay.

## ARTICLE 5

### MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy, and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employee with just cause;
- (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
- (d) to maintain efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and
- (f) to establish reasonable work rules; and
- (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE 6

### HEALTH PROTECTION

- A. Employees and their dependants shall be provided, without cost:
  - 1. Dental Plan: The maximum benefit under the dental plan shall be \$1,500 per year, except for orthodontic coverage that shall be \$1,000 per year. Annual deductibles under the plan shall be \$50 for single coverage and \$100 for family coverage.
  - 2. Blue Cross-Blue Shield:
    - a. Expanded Blue Cross, 1420 Blue Shield, Major Medical Catastrophe to \$1,000,000.
    - b. Comprehensive Major Medical (the Board, however, shall reimburse employees who are required to pay a deductible solely as the result of this change in the health plan. Such reimbursement shall be non-taxable, since it is a reimbursement for a bona-fide medical expense.)
    - c. The Board may provide the "Blue Select" plan or equivalent as an optional plan to employees.
  - 3. The Board may provide an HMO option to employees. If so, the Association will support an HMO as a choice for its members.
  - 4. A mandatory second surgical opinion shall be included in the health plan. The specific surgical procedures requiring a second opinion are the following (subject to change by the carrier):
    - \* Arthroscopy, Knee
    - \* Cataract Extraction
    - \* Chemonucleolysis of Disk
    - \* Cholecystectomy, including Cholangiography
    - \* Coronary Artery Bypass Surgery

- \* Excision of Intervertebral Disk
- \* Hysterectomy
- \* Mastectomy
- \* Meniscectomy, Knee
- \* Prostatectomy
- \* Rhinoplasty
- \* Septectomy with Rhinoplasty
- \* Spinal fusion
- \* Tonsillectomy

**Failure to Obtain the Second Opinion Will Entail a Twenty (20%) Percent Penalty**

5. Laboratory Allowance to \$250.00
6. \$10.00 co-pay for brand name drugs, \$5.00 co-pay for generic drugs and no co-pay for mail order drugs. Effective July 1, 2003, the co-pay will be \$15.00 for name brand drugs, \$10.00 for generic drugs, and a one time (1x) co-pay for mail order drugs.

7. Other riders as negotiated January 1, 1980.

8. The Board effective July 1, 2003, shall offer a Premium Paid Long-Term Health Care Program to those employees who are eligible for health benefits. The annual estimated premium for the Long Term Care Plan will be \$200,000.00. The Board and the HTEA will together agree on a mutually beneficial Long-Term Health Care Plan within the \$200,000.00 annual premium budget. The budget is based upon the present census, and it is understood by both parties that the actual premium paid may change in the future.

B. The aforementioned insurance coverage shall become effective for newly eligible employees as soon as possible in accordance with the terms of the respective policies. The Board shall

make payment of insurance premiums for newly eligible employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.

C. Notwithstanding Paragraphs A and B of this Article, during their first three (3) full years of employment, new employees shall only receive single coverage on all health coverages, including dental and prescription. Family coverage shall be an option that shall be paid for by the employee.

D. The Board agrees that should a tenured employee's employment terminate at the end of the school year, it shall continue in force the insurance coverage provided herein for the months of July and August.

E. The Board shall make available to the Association no later than October 1 of the year of the current contract, a sufficient number of brochures printed by the health insurance carriers and the major medical insurance carrier which explains the health care insurance coverage provided in this Article.

F. Notwithstanding A-F, above, no part-time Support Staff employee (working less than 35 hours per week) shall be entitled to any benefit of this Article. No Support Staff employee hired after July 1, 1997 shall be entitled to any benefit of this Article unless they are employed for a minimum of 35 hours per week.

G. Employees who do not qualify for medical benefit may buy a plan of their choosing, of those which exists in the district, at the district group rate. This is agreed to with the caveat that the employees that opt to pay for the group medical benefits shall pay the Board thirty (30) days in advance of the subsequent month's premium. Payment is to be made in the form of cash, certified check, bank check, money order or payroll deduction.

## ARTICLE 7

### AGENCY SHOP

A. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section D below, the full amount of the representation fee and promptly will transmit the amount to be deducted to the Association.

D. The Board will deduct the representation fee in equal installments, as early as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by employer; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employ of the Board in a non-bargaining unit position or was on layoff; in which event, the deductions

will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph A above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

G. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.



## ARTICLE 8

### MISCELLANEOUS PROVISIONS

- A. The Board and the Association shall carry out the commitments contained herein and give them full force and effect as policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed in handbook form. The contents of the printed material will consist solely of the contract, terms and conditions of employment as agreed upon by the Board and the Association. The printer is to be mutually agreed upon by the Board and the Association. The Association and the Board agree to share equally the costs of printing copies of this Agreement. The contract shall be printed within thirty (30) days of ratification.
- F. Any employee who is subpoenaed pursuant to his or her bona fide duties as an employee of the District shall suffer no loss in regular pay for court or administrative hearing appearances pursuant

to such subpoenas, provided that such employee does not volunteer to be subpoenaed and the lawsuit does not involve the Association or the employee in a suit against the Board or the Board against the Association or the employee.

G. The hiring step for new teachers will be subject to negotiations between the new hire and the Board. No new hire, however, will be hired at a step higher on the guide than his or her experience level.

ARTICLE 9

GRIEVANCE PROCEDURE FOR  
EMPLOYEES OTHER THAN SUPPORT STAFF

A. Definitions

Grievance- A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have suffered by the employee as a result of a violation, misinterpretation, or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy, practice, or administrative regulation or ruling governing or affecting employees except that the term "grievance" shall not apply to:

1. Any matter for which a method of review is otherwise specifically prescribed by law.
2. Any rule or regulation of the State Department of Education having the force and effect of law.
3. Any decision of the State Commissioner of Education having the force and effect of law.

The Association shall have the right to grieve in its own behalf only those specific areas of the contract where the Association as an organization has specific contractual rights.

Nothing in the above definition of the word "grievance" shall preclude more than one employee from joining other employees, in the name of the Association, in the presentation of a single grievance provided the alleged grievance arises out of facts similar in substance and in circumstances and each employee joining in the presentation of the grievance is similarly affected and identified.

*Grievant*- Grievant shall mean an employee or the Association believing to have been or be grieved.

*Employee*- An employee shall mean an employee within the negotiating unit, other than Support Staff.

*Principal*- Principal shall mean the building principal or such other person acting as the principal in the principal's absence.

*Superintendent*- Superintendent shall mean the Superintendent of Schools or any assistant the Superintendent may designate to act on behalf of the Superintendent.

#### B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant or the grievant's representative no later than twenty (20) school days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs less than twenty (20) school days prior to the last day of school shall be presented, whenever possible, on or before June 30 of the school year in which it occurred. Should extenuating circumstances be present, wherein a factual situation occurs and acts to the detriment of an employee without the employee's knowledge, said employee can present the grievance not later than twenty (20) school days following the expiration of the contract during which the grievance occurred. For the purpose of the foregoing, school days shall be defined as the days school is in session between September and June of any contract year.

2. A grievant may present and process the grievance personally or through the appropriate representative. Should a grievant want to process the grievance personally, or through the appropriate representative of the grievant's own choosing, the Association shall be notified and shall have the right to have no more than three (3) representatives present.

3. No reprisals shall be taken by the Board or Administration against any employee because the employee utilized this grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present the grievance initially at the third step of the grievance procedure.

5. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

C. Procedure

Step One:

(a) A grievant may initially discuss the matter identified as a grievance, with the principal in an attempt to settle the grievance informally. This is not intended to, nor does it, extend the time limitation as set forth in Section B, Subsection 1.

(b) A grievant may file a grievance in writing with the grievant's Principal.

Step Two:

(a) The grievant and the Principal shall meet in an attempt to resolve the grievance not later than four (4) school days following the date on which it is filed.

(b) The Principal shall communicate the Principal's decision in writing to the grievant no later than three (3) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the Superintendent.

Step Three:

(a) If the grievance has not been resolved at Step Two of the procedure, the grievant may request a meeting with the Superintendent. If the grievant requests a meeting with the Superintendent, the request shall be made no later than five (5) school days following the Principal's decision.

(b) The grievant and the Superintendent shall meet in an attempt to resolve the grievance no later than five (5) school days following the date on which the meeting was requested.

(c) The Superintendent shall communicate the Superintendent's decision in writing to the grievant no later than five (5) school days following their meeting.

**Step Four:**

(a) If the grievance has not been resolved at Step Three of the procedure, or if the Superintendent has not communicated the Superintendent's decision in writing to the grievant as provided in Step Three, the grievant may request a hearing with the Board or its representative. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the Superintendent's decision or if no such decision has been communicated, then not later than five (5) school days following the expiration of the five (5) school day period provided in Subsection C of Step Three.

(b) In cases involving individual grievances, there shall be attached to any request for a hearing with the Board or its representatives an authorization and consent signed by the grievant expressly authorizing the Association to sit on the grievant's behalf, and expressly consenting that any and all matters discussed with the representatives of the Association shall be considered privileged, and that the Board and the Association in discussing such matters, are doing so at the grievant's express request and shall be free of any liability whatsoever arising from such discussion or as a consequence thereof.

(c) The grievant and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have three (3) representatives present when the grievance is reviewed by the Board or its representatives.

(d) The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing. A copy of the decision shall be forwarded, at the same time, to the Superintendent.

(e) Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE 10

ARBITRATION OF GRIEVANCES

FOR EMPLOYEES OTHER THAN SUPPORT STAFF

A. Should the Association be dissatisfied with the decision of the Board arrived at in accordance with Step Four of the grievance procedure, more specifically set forth in Article 3 herein, and should the grievance pertain to a matter of previous formal agreement between the Board and the Association, the latter can in its sole discretion apply to the Public Employment Relations Commission to appoint an arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the Public Employment Relations Commission. Such application shall be made no later than twenty-five (25) days following the Board's communication of its decision in writing as provided in Article 3.C, Step Four (d).

B. A grievance arising under any provision of this agreement may be submitted to arbitration except for the provisions of F. below.

C. The arbitrator shall be limited to the issue submitted to arbitration and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the grievant and the grievant's representative shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

D. The arbitrator's fee shall be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article or Article 3 shall in no way operate to impede, delay, or interfere with the right of the Board to take the action complained of, subject however, to the decision of the arbitrator.

F. The parties agree that disputes under Article 3.F; Article 14.E1, first sentence; Article 14.G; Article 16; and Article 20.C, may not proceed to arbitration. In the event that PERC or the courts



determine that any of the five identified specific provisions of the contract are negotiable, that provision or provisions shall be arbitrable.

## ARTICLE 11

### GRIEVANCE PROCEDURE FOR SUPPORT STAFF EMPLOYEES

A. A grievance shall mean a complaint by a member of the Support Staff that there has been as to him a misrepresentation or misapplication of the terms of this agreement.

B. Level One: Within ten (10) school days after the grievant knew or should have known of the events or conditions on which the grievance is based, a grievance shall be submitted in writing to the immediate supervisor by the grievant through an Association Committee Representative. Within ten (10) school days thereafter a written reply shall be given by the supervisor to the grievant with a copy to the Association Committee Representative.

Level Two: Within ten (10) school days from receipt of the supervisor's reply, the Association may submit the grievance to the Assistant Superintendent of Schools for Business and /or his representative, who shall meet with the Association Section Representative and the Association Section Recording-Secretary within ten (10) school days after receipt of the grievance to discuss the matter. The Assistant Superintendent of Schools for Business shall send his decision in writing to the Association within ten (10) school days after the grievance meeting.

Level Three: Within ten (10) school days after receipt of the decision, if the grievance is still unresolved, the matter may then be submitted by the Association to the Board for its review. The Board, or a representative thereof, shall meet with an Association Committee composed of one or more local officers of the Association. This meeting shall take place within ten (10) days from the date of submission of the grievance to the Board. The Board shall give its reply within ten (10) school days after the meeting.

C. 1. Within ten (10) school days after receipt of the Board's reply, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily after going

through the foregoing procedures, may be submitted by either the Association or the Board in writing to the Public Employment Relations Commission.

2. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or limits or interferes in any way with the powers, duties and responsibilities of the Board under applicable law and rules and regulations having the force and effect of law. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the Board to take the action complained of. The decision of the arbitrator shall be submitted to the Board and the Association. Said decision shall be binding on the parties.

3. The Association shall have the right to proceed through the steps of the existing grievance procedure any dispute involving disciplinary action taken by the Board against a member of the Support Staff, and if during any steps of the grievance procedure, it is agreed that a member of the Support Staff has been unjustly suspended or discharged, such member of the Support Staff shall be reinstated with full seniority rights and benefits, and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

4. If a member of the Support Staff is brought upon charges, no suspension or discharge will be put into effect without a formal hearing by the Assistant Superintendent of Schools for Business and/or his representative meeting with the Association Representative. This provision does not apply to situations requiring immediate action because of the nature of the offense.

5. The costs of the services of the arbitrator, including the per diem expenses, if any, and the actual necessary travel and subsistence expenses shall be borne equally by the Association and the Board. Any other expenses incurred shall be borne by the party or parties incurring same.

D. Members of the Support Staff elected to positions on the Association Grievance Committee shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

E. **LEVELS OF THE GRIEVANCE PROCEDURE:** When school is closed during the months of July and August, business days shall be used between Levels of the Grievance Procedure instead of school days.

## ARTICLE 12

### SALARIES

- A. The salaries of all the teachers covered by this agreement are set forth in Schedules "A", "B" and "C" which are attached hereto and made a part hereof.
  1. Teachers shall qualify for the B.A. plus 15 salary schedule once fifteen (15) graduate credits beyond the Bachelor's Degree has been achieved, but excluding credits for teacher certification.
  2. Teachers shall qualify for the B.A. plus 30, M.A. plus 15, and M.A. plus 30 through graduate level courses. (Any non-graduate credits claimed for the B.A. plus 15 column shall not apply toward any of the B.A. plus 30 credits or beyond.)
  3. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  4. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  5. Teachers may individually elect to have a designated percentage of their salary deducted from their pay and deposited to their account in the Monmouth-Ocean Federal Teachers Credit Union each month.
  6. Teachers may individually elect to participate in the Tax Sheltered annuity plan offered by the Division of Pensions and Annuities, State of New Jersey.
  7. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day. In addition, teachers shall receive their paychecks on the last working day in June, provided, however, that any teacher who has taken unauthorized leaves shall, prior to receipt of their last paycheck, reimburse the Board in cash, certified,

treasurers, or cashiers check any monies which may be due the Board as a result of said unauthorized leaves.

B. Salaries for after school tutoring or home instruction, as is provided by the Board of Education through the professional teaching staff, shall be in addition to the mileage allowance equivalent to the current I.R.S. rate.

A mileage allowance as aforementioned shall be paid to teachers who, during the course of a given school day, are required to drive from one school to another. The mileage is then the distance between the two schools.

C. Home Instruction and Tutoring: The rate for home instruction and tutoring shall be twenty one (\$21.00) dollars per hour.

D. Advisors of the School Literary Magazine and Student Council Advisors shall be voluntary and compensated at the rate of \$1,900 per year, in addition to their regular salary. In addition, it is understood that the number of Advisors as well as the location and /or placement in schools of these positions shall be determined by the Superintendent of Schools.

E. The salaries for COTA are set forth in Schedule "D" which is attached hereto and made a part hereof.

F. The salaries for Special Education teacher assistants are set forth in Schedule "E" which is attached hereto and made a part hereof.

G. The salaries for secretaries are set forth in Schedule "F" which is attached hereto and made a part hereof.

H. The salaries for office assistants are set forth in Schedule "G" which is attached hereto and made a part hereof.

I. The Support Staff salary schedules are set forth in Schedules "H" through "Q" which are attached as follows:

1. Schedule "H" --Part Time Custodial Maintenance
2. Schedule "I" --Custodians
3. Schedule "J" --Head Custodians
4. Schedule "K" --Maintenance
5. Schedule "L" --Grounds
6. Schedule "M" --Bus Drivers
7. Schedule "N" --Bus Aides
8. Schedule "O" --Mechanics
9. Schedule "P" --Cafeteria Workers
10. Schedule "Q" --Cafeteria Managers

I. Full-time Support Staff who have served in the District for twelve (12) years shall be entitled to receive a longevity increment of two hundred dollars (\$200.00).

J. For full-time custodians only, there will be paid a stipend of one-thousand two hundred dollars (\$1,200.00) to those custodians who work Tuesday through Saturday shifts. Such custodians that work a Tuesday through Saturday shift will not be compensated at the rate of time and one-half for Saturday work. If no one bids for the Tuesday through Saturday shift, the Supervisor of Buildings and Grounds will assign that shift by inverse seniority.

- K. Food Service lead workers of each school cafeteria will receive a stipend as follows:
- The stipend paid to the Lead Food Service Worker will be increased to:
- \$1,000.00 for the 2002/03 school year
- \$1,100.00 for the 2003/04 school year
- \$1,200.00 for the 2004/05 school year

L. Transportation bus drivers and bus aides that work an entire school year will be paid for 183 days of employment. The monthly rate of pay will be determined by taking one tenth (1/10) of the

183 day salary. In the event employment of personnel begins after the start date of the school year, the days they have available from the onset will establish the worker's prorated annual salary rate for the year. The salary will be calculated by determining the number of days remaining in the year and divided them by the remaining months.

M. Head Custodian and Maintenance employees who have a black seal boiler license shall receive an additional annual stipend of two hundred dollars (\$200.00). Such employees receiving the annual stipend will be required to display their boiler/fireman license at the appropriate location in the school.

N. There shall be two stipends for pesticide certification in the amount of two hundred dollars (\$200.00) each.

O. Maintenance employees assigned to night shift (3<sup>rd</sup> shift) shall receive a prorated annual stipend of one thousand two hundred fifty dollars (\$1,250.00)

P. The stipend paid to the Night Head Custodian will be increased to:

\$1,200.00 for the 2002/03 school year

\$1,300.00 for the 2003/04 school year

\$1,400.00 for the 2004/05 school year



ARTICLE 13

TEACHER WORK YEAR

A. The In-School Work Year

The in-school work year for all teachers and special education teacher assistants employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-five (185) days.

The in-school work year shall include days when pupils are in attendance, orientation days and other days on which teacher attendance is required.

Teacher and Special Education teacher assistant's attendance shall not be required whenever student attendance is not required due to inclement weather.

B. School Calendar

The association shall appoint a committee to study and make recommendations to the Superintendent covering the school calendar. The Superintendent will then submit a proposed calendar to the Board of Education no later than April 15. The Association Committee will be informed of any changes, should they be made by the Board of Education together with the reasons for such changes. The Association shall make its recommendations by March 15.

In formulating the Howell School Calendar, consideration will be given to the proposed calendar covering the Freehold Regional System.

## ARTICLE 14

### TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty attendance roster.
- B. The maximum time required of teachers and Special Education teacher assistants to be in school shall be 6 ½ hours (including lunch period) per full session day except in those schools where bus schedules require up to a maximum of 6 ¾ hours (including lunch period) per full session day.
- C. Teachers and Special Education teacher assistants shall have a duty free lunch period each full session work day - the same length as the student lunch period but at least thirty (30) minutes (portal to portal.) Teachers and Special Education teacher assistants may leave the building during scheduled duty free lunch periods after notifying the Office, in the respective buildings.
- D. In addition to the hours referred to above (Section B), the Superintendent or Building Principle may schedule at the beginning or end of the workday, faculty or professional meetings at reasonable intervals. Such meeting to be held on Monday's if possible. Emergency meetings may be called if the need arises.
  - 1. The notice of an agenda for such meetings under normal circumstances will be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
  - 2. Teachers may schedule parent conferences when needed at a time mutually convenient to the teachers and parents.
- E. No teacher shall be required to cover classes for absent or released teachers except in instances of emergency. In such instances, they shall be compensated at the following rate:
  - 1. For the first occurrence during the school year - no compensation;
  - 2. For the second occurrence the rate shall be \$22.00 per period;

3. For the third occurrence - compensation shall be at the rate noted in 2, above for both the first and third occurrence;
4. For all other occurrences - compensation shall be paid at the current rate, noted in 2. above.
  - F. The use of regular teaching substitutes for special teachers shall be discouraged.
  - G. Trips which extend overnight or on weekends shall be voluntary.
  - H. All K-5 teachers will receive six (6) full preparation periods a week. Middle School teachers (grades 6, 7 and 8) will follow the preparation schedule of their respective middle school.
  - I. Teachers may be required to provide up to an additional twenty (20) minutes per day of non-instructional student contact time. Individual preparation time and duty-free lunch periods shall not be reduced by virtue of this clause, nor shall the teacher workday be extended beyond six and one-half (6 ½) hours.

**ARTICLE 15**

**NON-TEACHING DUTIES**

The parties recognize and hereby agree that certain non-classroom duties may be performed by teacher aides. The utilization, however, of teacher aides shall be in the Board's sole discretion.

ARTICLE 16

CLASS SIZE

The Board agrees that the size of the class is important both to the students' and teachers' effectiveness. Therefore, the Board will continue its efforts to achieve reasonable class size. In this regard, the Board's objective is a district average of less than thirty (30) students per class and will take every reasonable step to achieve this objective.

ARTICLE 17

SPECIALISTS

Specialists will be provided with a home-based work area. This will include desk facilities as well as associated filing facilities.

## ARTICLE 18

### REGULATIONS COVERING TEACHER AND SPECIAL

#### EDUCATION TEACHER ASSISTANT EMPLOYMENT AND SERVICES

- A. Teaching contracts are written for a period from September 1 to June 30, with a sixty (60) day cancellation notice by either party required for voiding the contract. Salary checks shall be issued twice a month on the 15<sup>th</sup> and 30<sup>th</sup>.
- B. No teacher may receive any salary unless the teacher holds an appropriate teaching certificate. The Superintendent shall notify the Board Secretary by September 15 of the names of all teachers who have no such certificate. Checks will be withheld until all papers are filed with the Superintendent.
- C. Teachers shall present documentation to the Superintendent for any changes in salary due to a change in certification or degree on or before September 15 or February 15. A letter of notification from the employee advising that a college transcript is forthcoming, if filed with the Superintendent within September 15 or February 15 deadline, shall satisfy the requirement pending actual receipt of the transcript. Failure to comply with this provision will delay the effective date of salary change until the following September 1 or February 1, whichever is earlier.
- D. Previously accumulated sick days shall be restored to all returning teachers on Board approved leaves, but no days shall be added for the period of leave.
- E. Tenured teachers who shall not receive a salary increment shall be notified in writing no later than April 1<sup>st</sup>. Any non-tenured teacher not receiving a contract shall have the subject reviewed under the procedure for Re-employment of Non-Tenured Teachers established in Article 23 of this Agreement.
- F. The Board agrees to strive to hire only fully certified teachers holding certificates approved by the New Jersey State Board of Examiners.

Each teacher shall be placed on his appropriate step of the salary schedule as of the beginning of the current school year.

G. Teachers with previous experience in the Howell School District shall, upon returning to the system from a duly authorized leave of absence, receive full credit on the salary schedule for up to, but not exceeding, two (2) years of military experience or alternative civilian service required by the Selective Service System.

H. Special Education teacher assistants shall be notified by letter by June 30 of each year that they shall be re-employed or that they will not be renewed for the following year.

I. Special Education teacher assistants shall be evaluated at least once per year by personnel legally empowered to do so, to be determined by the Board.

J. Special Education teacher assistants may attend such curriculum workshops as approved at the discretion of the Assistant Superintendent for Special Services and in accordance with Board Policy.



ARTICLE 19

TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of their tentative class and subject assignments and building assignments for the forthcoming school year as soon as is reasonably practical, and in any event, no later than June 1 of the current school year.
- B. The Superintendent shall give notice of assignments to new teachers when they are hired except in cases of emergency, no later than the first day of school. All efforts will be made to assign teachers within their areas of competence and/or certification.
- C. In the event that such classes and/or subject assignments are changed after June 1, the Association and any teacher affected shall be notified promptly in writing and, upon request of the teacher and the Association, the changes made will be made promptly reviewed between the Superintendent or the Superintendent's representative and the teacher affected, and, at the teacher's option, a representative of the Association.

ARTICLE 20

TEACHER VOLUNTARY TRANSFERS

A. Teachers who desire a change in grade or subject assignment or who desire a transfer to another building may file written statement of such desire with the Superintendent no later than April 15. Such a statement shall include the grade or subject to which the teacher desires to be assigned, and the subject or school to which the teacher desires to be transferred, in order of preference. Such a request must be renewed in writing each year, if it is not granted on initial application.

B. When the Superintendent receives written notification of a vacancy, notice of said vacancy shall be posted in each school within ten (10) school days and a copy of said notice delivered to the Association.

C. In the determination of requests for voluntary transfers and/or reassignment, the wishes of the individual teachers shall be honored to the extent that the transfer does not conflict, in the opinion of the Superintendent, with the instructional requirements and best interests of the school system as determined by the Board of Education. No request shall be denied arbitrarily capriciously, or without basis in fact.

## ARTICLE 21

### TEACHER INVOLUNTARY TRANSFER AND REASSIGNMENT

- A. Notice of a non-requested transfer or re-assignment shall be given to teachers not later than June 1, except in cases of emergency. Should a teacher object to such assignment, the teacher shall have the right to confer with the Superintendent.
- B. When an involuntary transfer or re-assignment is deemed necessary, a teacher's area of competence, major and minor field of study, length of service in the school system, length of time in the particular school shall be considered.
- C. It is agreed that such consideration shall, however, in no way limit, restrict, or impede the Board's right to transfer teachers as provided in N.J.S.A. 18A:25-1.

ARTICLE 22

TEACHER PROMOTIONS

- A. A notice of vacancy in administrative positions, supervisory positions, and /or positions paying a salary differential shall be sent to each school for posting, and a copy shall be sent to the Association, at least thirty (30) days before the final date when applications must be submitted for Department Chairmen, Coordinators, Vice Principals, Principals, Directors, Assistant Superintendent of Schools, Superintendent of Schools, Special Project Teacher, and position in programs funded by the Federal Government.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. When a vacancy described in the notice is filled, the Superintendent may destroy all applications for the said position.

ARTICLE 23

PROCEDURE FOR REEMPLOYMENT OF  
NON-TENURED TEACHERS AND SECRETARIES

**A. Procedures Affecting Teachers Only**

Each non-tenured teacher shall receive:

1. No later than April 30, a written notice that his employment contract will not be renewed, or
2. No later than April 30, a written offer of contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association.

Should a written offer of contract be made under Paragraph 2, above it, it must be accepted no later than May 15; acceptance is made by executing the contract, and returning same to the Superintendent's office no later than May 15.

Should a non-tenured teacher not receive a written offer of contract, or a written notice that his contract will not be renewed, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions as may be required by law or agreement between the Board and the Association.

**B. Procedures Affecting Teachers and Secretaries**

Any non-tenured teacher or secretary who receives notice of non-employment may, no later than five (5) school days, thereafter request in writing to meet with the Superintendent and be given an opportunity to state his/her reasons as to why he should be reemployed. Said meetings shall take place no later than five (5) school days following receipt of the written request.

C. No later than five (5) school days following his/her meeting with the non-tenured teacher or secretary, the Superintendent shall notify the teacher or secretary whether or not the Superintendent intends to recommend to the Board that the teacher or secretary be reemployed.

D. No later than five (5) school days following his being so notified by the Superintendent, the non-tenured teacher or secretary may request a meeting with the Board and be given an opportunity to state other reasons as to why the teacher or secretary be reemployed. The Board shall be required to give reasons for its decision not to offer a contract to the teacher or secretary. The Board shall no later than ten (10) school days following its meeting with the non-tenured teacher or secretary notify the teacher or secretary in writing whether its initial decision remains unchanged or whether the teacher or secretary will be offered a contract for the succeeding year.

E. Should a teacher or secretary be refused a meeting with the Superintendent or Board as provided in this Article after requesting same, the teacher or secretary shall be deemed to have been offered a contract for the succeeding year.

ARTICLE 24

TEACHER REDUCTION IN FORCE

- A. During the term of this contract, reduction in force (layoff) of any teaching staff members shall be in accordance with applicable law.
- B. The Board agrees to notify the Association in writing no later than April 30 in the event a reduction of teaching staff members is necessary. Upon request of the Association, the Board will meet with the Association to review and discuss the documentation and reasons for the reduction in force. Parties shall be represented at these meetings by an equal number of representatives.

ARTICLE 25

TEACHER EVALUATIONS

- A. The teacher shall have the right to see the teacher's evaluation reports, and shall have the right to a signed copy of any such evaluation report.
- B. Nothing in the teacher's file will be used in a disciplinary proceeding unless the teacher has been given a copy of the entry before the entry is placed in the file. All entries in the teacher's file shall note thereon the date on which a copy of the entry was given to the teacher and the method utilized in supplying the teacher with the entry copy. Entries shall be given to the teacher by either personal service or by certified mail, return receipt requested.
- C. All formal observations of classroom presentation shall be done with full knowledge of the teacher. All identifiable weaknesses of a teacher shall be written in narrative form.
- D. Any change in the existing system of evaluations shall be reviewed with the Academic Council for suggestions before such changes are implemented.
- E. All evaluations of personnel shall be done by employees of the Board of Education holding proper supervisory certificates as issued and approved by the New Jersey State Board of Examiners.



ARTICLE 26

TEACHER SABBATICAL LEAVE

A. Professional teaching staff members shall be considered eligible for sabbatical leave after completion of seven (7) years of satisfactory service in the Howell Township School District. Consideration of eligibility for an additional sabbatical leave will be given upon completion of a further (7) years of satisfactory service in the Howell Township School District subsequent to completion of a prior sabbatical leave.

B. In determining eligibility for sabbatical leave, primary consideration will be the potential benefit for the school as it relates to the professional employee's particular responsibilities as a professional in the Howell Township School District. In making its determination, the Board of Education shall consider the regularity of attendance and the quality of service. The Board may also consider, in making its determination, the number of years of actual full time service in the Howell Township School District.

C. At least two (2) sabbatical leaves shall be made available in any one (1) academic year. One (1) such leave shall be made available in accordance with the applicant's choice of programs in accordance with the language of this Article. The other shall be made available to a qualified applicant in a program of the Board's choice. The Board shall also have the prerogative to offer a third sabbatical during an academic year, which will also be in a program of its own choice.

D. "Academic year" shall mean the period between September 1 and June 30.

E. Sabbatical leave shall mean a leave of absence for one (1) academic year at half pay or one-half (1/2) of an academic year at full pay, for the purpose of improving the qualifications of a professional employee by study, research and related travel.

F. No other compensation shall be payable by the Board to a professional employee while on sabbatical leave other than one half (1/2) of his/her salary payable in regular installments

commencing with the start of the sabbatical leave and such payments for pension and other benefits normally paid by the Board. Deductions for professional employee's compensation will continue to be made. The employee's retirement status will in no way be affected by such leave. The full amount of the employee's normal retirement contribution will be deducted. The returning professional employee shall receive the same salary which she/he would have received had she/he not been on sabbatical leave. All rights which are ascertainable will continue to accrue.

G. When sabbatical leave is acquired for a National Science Foundation or other institutional grant, monies received from the foundation or institution plus sabbatical leave monies from the Board, should not exceed in total amount of the professional employee's full contract salary. Should monies from all of the above sources exceed the professional employee's full contract salary, payment made by the Board shall be reduced in order that a professional employee will not receive more than the full contract salary.

H. In cases where the applicant plans to study, the names of the institution, if possible, must be included in the application and a record from those institutions must be submitted at the end of the period of leave or as soon thereafter as practical, to the Superintendent. A minimum of twelve (12) semester hours, or equivalent academic work must be taken each half year.

I. In the case where the leave is asked for the purpose of travel, the applicant should indicate in what ways his/her travel will directly benefit the teaching experience in his/her own area, or the education program of the Howell Township School District. He/she should inform the Superintendent of dates and plans. A brief report must be submitted at the end of the period of leave. Leave for travel will only be granted to those who can derive benefit from the experience that will directly influence their particular function in the Howell Township School District. Travel for recreation or to meet broad general goals will not be acceptable.

J. Applications for sabbatical leave should be sent in duplicate to the Superintendent by February 1<sup>st</sup> of the year for which the leave is requested. The application should include:

1. A summary statement of service at the Howell Township School District and in the profession.

2. A detailed outline of the proposed sabbatical program and clarification as to its availability.

3. A statement clarifying the benefit of the program for the Howell Township School District and for the applicant as it relates to the person's particular responsibility as a professional at the Howell Township School District.

4. The dates during which former sabbatical leave, if any, had been taken.

K. Upon the termination of the sabbatical leave, the professional employee is obliged to return to the Howell Township School District. Any professional employee who returns from sabbatical leave and does not remain in the District for at least two (2) years following the return from sabbatical leave, shall be required to reimburse the Board for the salary paid during the sabbatical year. Failure to reimburse the Board shall constitute unprofessional conduct.

L. Each application shall be reviewed by the Superintendent and/or his designate and presented to the Board of Education, who shall have the final authority for the granting or denial of a sabbatical leave request. The Board shall make its determination no later than March 1.

M. Recipients of sabbatical awards shall notify the Superintendent by March 15 whether or not they have accepted the said stipend. In the event the professional employee shall fail to notify the Board of his or her acceptance by March 15, then the candidate shall forfeit his or her right to the sabbatical leave.

N. Should the professional fail to substantially complete the sabbatical program as proposed, or its equivalent, the professional employee shall reimburse, to the Board, all monies paid by the Board

to the Professional employee during the period of the sabbatical leave, and the time the professional employee was absent on the sabbatical leave, shall be treated as extended leave, without pay.

ARTICLE 27

TEACHER SALARY DEDUCTIONS

Deductions from teaching staff members' salaries shall be made in accordance with New Jersey

Statutes as said statutes apply to the following:

1. Summer Pay Plan
2. Professional Dues
3. Tax Sheltered Annuity
4. Prudential Insurance
5. Pension and Annuity Funds and Loan Repayment
6. Contributory Insurance

ARTICLE 28

ACADEMIC COUNCIL

- A. 1. The purpose of the Howell Township Academic Council shall be to strengthen the educational program through recommendations, research, implementation and evaluation by the Superintendent to best meet the needs of the students, the school and the community. The council may consider, but not be limited to, requesting the Superintendent to advise the Board on such matters as curricular improvements, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, teaching techniques, extracurricular programs, in-service training, research and experimentation, educational specifications for buildings, and all inclusive system-wide evaluation, and other related matters regarding the effective operation of the Howell Township School District.
2. The Council shall be composed of the Superintendent, and three (3) administrators appointed by the Superintendent, and the Association President and three (3) other professionally certified Association members appointed by the Association President.
3. The Council shall recommend the establishment of Study Committees for specific projects to allow for those who would be affected by Council recommendation to have an opportunity to be involved.
4. The Council shall encourage the initiation of ideas and suggestions for projects from teachers, departments, grade level committees, administrators, Board Members, students, parents, or other interested parties.
5. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson every third (3<sup>rd</sup>) month, who shall be responsible for the arrangement and conduct of meetings.
6. The Council shall meet at least once each month during the school year or whenever there are substantive issues for discussion.

7. All professional personnel may attend Council meetings and take part in discussion sessions, but may not vote.

8. The Council will distribute complete minutes of meetings to all school buildings for posting.

9. The scheduling of meetings, as well as rules of procedure, shall be a self-function of the Council.

B. All reports and recommendations of the Council shall be forwarded to the Board of Education. The Board may accept, reject within reason, or send back, a report for additional study.

If a report is rejected or submitted back, it shall not be resubmitted during the year unless substantial changes are made.

C. Reports of the Council or any sub-committee established by the Council may include minority as well as majority views.

D. Members of the Council or any of its sub-committees or study committees may be provided with released time for Council or committee work on the recommendation of the Superintendent.

**ARTICLE 29**

**TEACHER-ADMINISTRATION LIAISON**

- A. The Association School Faculty shall elect a Faculty Council of no more than five (5) teachers for each school building. Said Council shall meet with the Principal monthly during the school year.
- B. Meeting shall be for the purpose of discussing:
  - 1. Facilitation of programs and recommendations of the Academic Council; and
  - 2. Recommendations of development and revisions of building procedures and practices.



ARTICLE 30

PERSONAL AND ACADEMIC FREEDOM

- A. The Board shall attempt, through its policies, to employ capable teachers, supply them with the necessary teaching materials, and maintain an atmosphere of academic freedom in the schools.
- B. Teachers and individuals through their councils, committees and facilities will be responsible for determining when and how to deal with controversial issues within the broad guidelines established by policies of the Board.
- C. Teachers shall receive the approval of the administration before discussing with children any controversial issues not covered by an existing Board guideline.
- D. The Board and the Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to, and the relationship with, students and/or the school system.

ARTICLE 31

TUITION REIMBURSEMENT FOR

NON-SUPPORT STAFF

A. The Board agrees to reimburse teachers for fifty percent (50%) of the tuition costs for courses taken in accordance with the following:

1. All applications for tuition reimbursement must be approved prior to the taking of the course by the Chief School Administrator and/or his designees. Applications shall be made on a form as provided by the Chief School Administrator, and shall include the name of the course, and a copy of the course description. In determining whether an application for tuition reimbursement shall be granted or denied, the Chief School Administrator shall be responsible for determining its benefit to the Howell School System. The Chief School Administrator may request additional information to assist him/her in making this decision.
2. All courses must be taken at a school accredited by the New Jersey Department of Education, New Jersey Department of Higher Education or in the case where the institution is in another State, approval of that State's accrediting agency.
3. The proposed course must be a Graduate level course. No reimbursement will be approved for undergraduate courses.
4. Any teacher seeking reimbursement for work related courses must submit a copy of the course transcript indicating that the teacher has maintained at least a "B" or numerical equivalent average in the course. Where the grading in a course is on a "Pass/Fail" basis, the teacher must retain a "Pass" grade. Failure by the teacher to maintain such an average will result in the denial of tuition reimbursement.

5. The maximum reimbursement to any teacher shall be fifty percent (50%) of the average graduate per credit rate of Monmouth College, Georgian Court College, and Rutgers University (New Brunswick).

B. Official transcripts of credits and receipts of tuition payment must be supplied to the Superintendent of Schools, no later than thirty (30) days after the end of the semester. A letter of notification from the employee advising that a college transcript is forthcoming, if filed with the Superintendent within thirty (30) days of the end of the semester, shall satisfy pending the actual receipt of the transcript. However, no reimbursement will be issued until actual receipt of the official college transcript.

C. Tuition refunds for approved courses, will be made to the teacher within sixty (60) days after the receipt of such records by the Superintendent.

D. Each secretary, media assistant, office assistant secretary and special education teacher assistant shall receive full tuition reimbursement for any course which the Board requires such employees to take.

ARTICLE 32

SICK LEAVE FOR NON-SUPPORT STAFF

- A. All employees are granted ten (10) days sick leave each year; the unused days accumulate without limit.
- B. Record of sick leave accumulation will be furnished to each building each year by September 30.
- C. Full pay of 1/200<sup>th</sup> of yearly salary is deducted for each day's absence in excess of accumulated sick leave. In case of extended illness or hospitalization, salary deductions will be made in accordance with the applicable law.
- D. The Board shall provide for the payment of accumulated sick leave for teachers who retire or who voluntarily terminate their employment at the rate of one hundred (\$100.00) dollars per day for each unused sick day up to one hundred (100) days for all teachers who retire or who voluntarily terminate their employment with at least fifteen (15) years service in the Howell Township School System.
- E. For all non-teacher employees, the Board shall provide for the payment of sick leave for employees who retire at the rate of eighty (\$80.00) dollars per day up to one hundred (100) days for all such employees who retire with at least fifteen (15) years of service in the Howell Township School System.
- F. All employees requesting sick leave shall notify the Superintendent's office in accordance with the provisions of Article 32.
- G. Extended Sick Leave For Teachers  
In any instance of extended illness for teachers, additional sick days minus substitute's salary, up to a total not to exceed three (3) days for each year of previous employment may be granted, upon the recommendation of the Superintendent and the approval of the Board of Education. A teacher

must complete a minimum of five (5) years of service in the Howell Schools to be eligible for any extended sick leave.

Used portions of these extended sick leave days shall not be reinstated.

A physician's certificate shall be submitted substantiating the request for extended sick leave.

ARTICLE 33

TEMPORARY LEAVE OF ABSENCE

FOR NON-SUPPORT STAFF

A. Paid personal leave for Non-Support Staff shall be limited to three (3) days leave per year and shall be granted only with the approval of the Superintendent for the following reasons:

- (a) Serious illness in the immediate family;
- (b) Court subpoena;
- (c) Marriage of employee or marriage in the immediate family;
- (d) Personal business which cannot be handled outside of school hours;
- (e) Religious observance; and
- (f) Any other emergency or urgent reasons not included in the above, if approved by

the Superintendent and reported to the Superintendent in writing.

B. When a Non-Support Staff employee requests a personal leave, the employee is to do so on the forms provided. Forms are available in each Principal's office. Forms are to be filled out and submitted at least six (6) days prior to the day of leave, if known.

C. The Non-Support Staff employee applies to the school Principal for personal leave. The Principal transmits the request to the Superintendent. The Superintendent, within five (5) school days from the receipt of the request, approves or disapproves the request. After approval or disapproval, the forms are distributed as follows: One copy to the employee; one copy to the School Business Administrator; one copy to the Superintendent's file.

D. It is normally expected that personal leave is applied for in advance of the leave. There may be a time when circumstances dictate an absence which cannot be anticipated, and still might come under the personal leave section of an emergency nature. In these rare cases, the Non-Support Staff employee is to notify the Building Principal of the reason for the absence, and that the employee wishes

to apply for personal leave upon the Non-support Staff employee's return to duty. The Superintendent, upon the request of the Principal, shall then evaluate the request and approve or disapprove as if the form had been turned in before he Non-Support Staff employee's absence.

E. All absences which are personal in nature, and in excess of the allowable three (3) absences, must be approved by the Superintendent's office prior to the Non-Support Staff employee being absent. For each day beyond the allowable three (3) so absent, there shall be deducted from the Non-Support Staff employee's salary 1/200<sup>th</sup> of the annual salary per day. Should the Non-Support Staff employee fail to obtain the approval of the Superintendent before taking such excess personal leave, the day or days taken shall be deemed to be an unexcused absence.

F. All Non-Support Staff employees requesting personal leave shall notify the Superintendent's office in accordance with the provisions of Article 32.

G. No personal leave shall be granted for days either immediately preceding or following a vacation day or a vacation period or during the first and last week of school, unless the Non-Support Staff employee, in writing, sets forth the specific reasons for such personal leave.

H. Unused personal leave under A. above as of June 30 shall accumulate as sick leave annually.

ARTICLE 34

BEREAVEMENT

FOR NON-SUPPORT STAFF

A. Five (5) days leave with pay per occurrence is granted to all Non-Support Staff employees for bereavement because of death in the immediate family. The immediate family is defined as follows:

- (1) Husband, wife, children, and any other members of the same house.
- (2) Father and mother;
- (3) Sisters and brothers;
- (4) Grandparents;
- (5) Grandchild; and
- (6) Any person that has functioned in the capacity of a mother or father in the absence

of the employee's natural parents.

B. Five (5) days leave with pay per year is granted for bereavement because of death in the family, other than the immediate family. The family, other than the immediate family, is defined as follows:

- (1) Father-in-law and mother-in-law;
- (2) Sister-in-law and brother-in-law;
- (3) Son-in-law and daughter-in-law; and
- (4) Grandchild.

C. A Non-Support Staff employee shall be entitled to one (1) day bereavement leave with pay per year for death of a relative or close friend.

D. Additional leave for bereavement may be granted at the discretion of the Board of Education.



E. All bereavement leave as provided for in this Article is in addition to personal leave, and shall not be cumulative.

F. All Non-Support Staff employees requesting bereavement leave shall notify the Superintendent's office in accordance with the provisions of Article 36.

ARTICLE 35

EXTENDED LEAVE OF ABSENCE  
FOR NON-SUPPORT STAFF

A. The Board shall grant maternity/paternity leave without pay to any Non-Support Staff employee upon request subject to the following stipulations and limitations:

(1) Upon reasonable notice, any tenured or non-tenured Non-Support Staff employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to the birth.

(2) The application for extended leave of absence shall be made upon reasonable notice to the Board in writing, and shall specify the commencement date for the extended leave, and the date the Non-Support Staff employee wishes to return to work.

(3) The requested leave of absence may be granted for the balance of the year in which the leave is issued, and upon request of the Non-Support Staff employee may be continued for the following school year. In order for the leave to be extended for the following school year from when the leave is initially granted, the Non-Support Staff employee must request, in writing, such leave by no later than June 30 of the year in which the leave was initially granted.

(4) The Board may require a Non-Support Staff employee to produce a certificate from a physician in support of the requested leave.

(5) Following the grant of such leave to any Non-Support Staff employee, upon application by the Non-Support Staff employee, the commencement or termination dates thereof may be further extended or reduced only in the sole discretion of the Board.

(6) The Board need not grant or extend the leave of absence of any non-tenured Non-Support Staff employee beyond the end of the contract school year in which the leave is obtained.

(7) Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured Non-Support Staff employee who would not have been granted tenure in the absence of this contract or to offer a new contract for a new school year to any non-tenured Non-Support Staff employee who would not have been offered such a contract in the absence of this Article.

(8) Adoptive parents shall be entitled to the same leave benefits as the natural parents.

B. A tenured or non-tenured Non-support Staff employee who is disabled due to injury or illness which does not arise out of, or in the course of the Non-Support Staff employee's employment, shall be granted sick leave with compensation as provided by Article 32. In addition, any tenured Non-Support Staff employee may be granted, upon the written request of said Non-Support Staff employee, a leave of absence without pay for the period of time that the Non-Support Staff employee is under active medical treatment, said period of time not to exceed the balance of the school year plus the following school year. Upon satisfactory recovery, the Non-Support Staff employee shall be employed with the same tenure as the Non-Support Staff employee possessed at the time said sick leave began. The application for extended leave of absence shall be in writing and shall specify the commencement and termination dated desired by the Non-Support Staff employee. Following the grant of such leave to the Non-Support Staff employee, the commencement or termination dates thereof may be further extended or reduced only in the sole discretion of the Board.

C. Any Non-Support Staff employee granted an extended leave of absence for medical reasons pursuant to the within paragraph shall have the option of utilizing accumulated sick leave, and applying same towards the extended leave of absence, or the Non-Support Staff employee may retain the accumulated sick leave.

ARTICLE 36

LEAVE NOTIFICATION

FOR NON-SUPPORT STAFF

All Non-Support Staff employees are required to notify the Superintendent's office as soon as they are aware they are not able to report for work, in cases of illness, personal leave, professional leave, bereavement leave, or emergency leave or absences taken for any reason whatsoever. In all cases, the Non-Support Staff employee will make every reasonable effort to notify the Superintendent's office no later than 6:30 a.m. of the day that the teacher will be absent.

ARTICLE 37

PROTECTION OF NON-SUPPORT STAFF EMPLOYEES

Whenever a Non-Support Staff employee is absent from school as a result of personal injury caused by assault or accident in the course of employment, the Non-Support Staff employee will be paid full salary less the amount of Workman's Compensation award made for temporary disability due to said injury for the period of such absences up to one year, and no part of such absence shall be charged to the Non-Support Staff employee's annual or accumulated sick leave.

ARTICLE 38

SECRETARIES, MEDIA ASSISTANTS AND OFFICE

ASSISTANT SECRETARIES WORK YEAR, HOURS AND WORK LOAD

- A. Secretaries shall work twelve (12) months.
- B. The secretaries' work day is defined as seven (7) work hours plus one-half (1/2) hour for lunch. The media assistant's work day is defined as six and one-half (6 1/2) work hours plus one-half (1/2) hour for lunch. The Media Specialist and /or Department Heads will establish definite office hours with the concurrence of the Superintendent of Schools.
- C. Secretaries and media assistants shall have one-half (1/2) hour duty-free lunch period each workday. They may leave the building during scheduled duty-free lunch period upon notifying the principal or department head.
- D. No secretary or media assistant shall be required to cover health room duties in the absence of a nurse except in a case of emergency.

ARTICLE 39

REGULATIONS CONCERNING SECRETARY/MEDIA ASSISTANT/  
OFFICE ASSISTANT SECRETARY EMPLOYMENT AND SERVICES

A. Twelve (12) month secretaries' contracts are written for a period from July 1 to June 30, with a sixty (60) day notification by either party for termination of employment. Ten (10) month secretaries' contracts are written for a period from September 1 to June 30, with a sixty (60) day notification by either party for termination of employment.

Salary checks shall be issued twice a month on or before the 15<sup>th</sup> and 30<sup>th</sup>, September through June, except for those working on a twelve (12) month basis, to be paid on corresponding dates in July and August.

B. Tenure secretaries who shall not receive a salary increment shall be notified in writing no later than April 1<sup>st</sup>.

C. Each secretary shall be placed on the appropriate step of the salary schedule as of the beginning of the school year.

D. With the exception of the regular summer recess, office personnel will be granted the same recess as the teachers.

E. 1. Those secretaries working twelve (12) months shall have paid vacation in accordance with the following schedule:

- a. 2 weeks (10) days after 1 year of service through completion of the 4<sup>th</sup> year.
- b. 3 weeks (15) days after 5 years of service through completion of the 10<sup>th</sup> year.
- c. 1 additional day for each full year's service after the 10<sup>th</sup> year, with a maximum of five (5) additional days.

2. All vacation schedules must receive the prior written approval of the immediate supervisor. Vacation time shall be scheduled to coordinate with the secretaries' work schedule each

year. The requested vacation schedule must be submitted by the secretary to the Principal by May 31. That schedule shall be forwarded to the Superintendent's office for final approval in accordance with the district's work plan and the master twelve-month schedule.

F. Previously accumulated sick days shall be restored to all returning secretaries and media assistants on Board approved leaves, but no days shall be added for the period of the leave.

G. Tenure secretaries while on a Board approved leave of absence shall not be reduced in rank or compensation below the rank and compensation attained at the time the leave of absence was granted.

**H. Summer Work for Ten-Month Office Assistants/Media Assistants (Work Beyond 191 days)**

1. When the Building Principal determines the need for additional building secretarial/media center help, with the prior approval of the Superintendent or designee, the Principal will call bargaining unit office secretaries/media center work. At no time will bargaining unit office assistant secretaries/media assistants be required to perform summer work as defined.

2. When an office assistant secretary/media assistant agrees to work in accordance with Paragraph "A", that member will receive time off during the contractual year (191 days) for time worked during the summer (work beyond 191 days). Time given off will be equal to the exact amount of time worked in the summer.

3. Office assistant secretaries/media assistants will obtain prior approval from the Building Principal before taking time off earned as a result of summer work (work beyond 191 days). Approval will not be reasonably withheld.



ARTICLE 40

SENIORITY FOR SECRETARIES, OFFICE ASSISTANT SECRETARIES, MEDIA

ASSISTANTS AND SPECIAL EDUCATION TEACHER ASSISTANTS

A. In the event of any principal secretary, office assistant secretary or media assistant Reduction In Force (RIF), bargaining unit/district wide seniority shall apply. The Board shall retain the right to reduce the number of positions.

B. Any such reduction as above defined shall only be accomplished in accordance with the following procedure:

The employee(s) affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment.

In the event of a layoff of special education teacher assistants, such employees will be laid-off by seniority.

ARTICLE 41

SECRETARY/OFFICE ASSISTANT SECRETARY/  
MEDIA ASSISTANT VOLUNTARY TRANSFERS

- A. Secretaries/office assistant secretaries/media assistants who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the schools to which the employee desires to be transferred in order of preference. Such requests must be renewed in writing each year if it is not granted on initial application.
- B. 1. Secretarial/clerical/media assistant vacancies shall be posted in each school as they occur. However, the Board shall have no obligation to post interschool vacancies which occur as the result of a transfer wherein the transferee is filling a posted vacancy.
  2. A notice of all vacancies in any secretarial/clerical/media assistant position and/or all positions paying a salary differential shall be sent to each school for posting, and a copy shall be sent to the Association.
  3. Secretarial/media assistant employees who wish to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice.
  4. Such notice of vacancies shall include a job description, statement of qualifications necessary for filling the job, and salary of said position.
  5. Secretarial/media assistant employees shall have the right to apply for any job opening.
  6. During the summer recess periods each secretary and/or media assistant may submit to the Central Office a self-addressed envelope for the purpose of being notified of vacancies that may occur during the summer recess period. The self-addressed envelope shall be submitted on or before June 15.

C. In the determination of request for voluntary transfer and/or reassignment, the wishes of the individual secretary/media assistant employee shall be honored to the extent that the transfer does not conflict, in the opinion of the Superintendent, with the instructional requirements and best interest of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

ARTICLE 42

SECRETARY/OFFICE ASSISTANT SECRETARY/

MEDIA ASSISTANT INVOLUNTARY TRANSFER

A. Notice of a non-requested transfer or reassignment shall be given to the secretary/media assistant no later than June 1, except in cases of emergency. Should a secretary/media assistant object to the assignment, the secretary/media assistant shall have the right to confer with the Superintendent and have an Association representative present.

B. When an involuntary transfer or reassignment is deemed necessary, a secretary/media assistant's area of competence, length of service in the school system, length of time in the particular school, and other relevant factors shall be considered, but the Board's decision shall be final.

ARTICLE 43

SECRETARY/OFFICE ASSISTANT SECRETARY/

MEDIA ASSISTANT EVALUATIONS

A. Secretaries, office assistants and media assistants shall be entitled to a signed copy of their signatures to said evaluation after same has been reviewed with them by the Principal or the Principal's designee.

B. Nothing in the secretaries, office assistants and media assistant's file shall be used in a disciplinary proceeding unless the employee has had an opportunity to review same and comment thereon at the time same is placed in the permanent file. All secretaries, office assistants and media assistants shall affix their signatures to said materials after same has been reviewed with them by the Superintendent or the Superintendent's designee.

**ARTICLE 44**

**SUPPORT STAFF**

**HOURS OF WORK AND OVERTIME**

A. Time and one-half the regular straight time base rate of pay shall be paid for all authorized hours worked over eight (8) hours per day or forty (40) hours per week. There shall be no pyramiding or duplication of pay for overtime or other premium pay, and to the extent hours are credited towards one premium, they shall not be credited towards another. Payroll shall be calculated on the number of days worked.

B. The normal work day and work week for permanent full time Support Staff employees shall be:

1. **FOOD SERVICE PERSONNEL:** Three (3) to six (6) hours per day, Monday through Friday, with two (2) consecutive days off each week, and fifteen (15) to thirty (30) hours per week. The sidebar agreement of 1988/1991 with cafeteria workers is expired. Any employees on that sidebar remaining after the Early Retirement Bill will be maintained. Any employees that are actually employed, over 20 hours per week for new employees, after the Early Retirement Pension Law Clause goes into effect will remain on benefits.

2. **BUS DRIVERS AND BUS AIDES:** Four (4) to eight (8) hours per day, Monday through Friday, with two (2) consecutive days off each week, and fifteen (15) to thirty (30) hours per week.

3. **CUSTODIANS, MAINTENANCE AND MECHANICS:** Eight (8) hours per day with a one-half (1/2) hour lunch period within the eight (8) hours, Monday through Friday, with two (2) consecutive days off and forty (40) hours per week. Starting time for custodians, maintenance and mechanics to report to work and lunch period scheduling and assignments shall be made at the sole discretion of the Supervisor.

C. Night shift employees working an eight (8) hour work shift shall receive a one-half (1/2) hour paid lunch period within their overall eight (8) hour shift.

D. Assignments to night (third) shifts of maintenance employees will be made by the Board by first seeking qualified volunteers. If no qualified volunteers apply, the Board may appoint on the basis of least senior qualified individual first. Assignments to night shifts will not be routinely rotated; they will be considered as "permanent" shift assignments, subject to the Board's normal rights to transfer and reassign staff.

E. All custodians and maintenance are to remain in the building during their respective lunch periods.

F. Any employee required to work on a Saturday will be paid at the rate of time and one-half (1 1/2) their base hourly rate, and be guaranteed a minimum of four (4) hours of work.

G. Any employee required to work on Sunday will be paid at the rate of two (2) times their base hourly rate.

H. During an emergency that requires a building evacuation, a custodian shall not be required to assist in any inspection of the vacated building being made by qualified police and fire personnel.

I. Full time employees who report for work when school is closed on snow days shall be paid at the rate of time and one-half (1 1/2) their base hourly rate so long as the employee puts in at least five (5) hours of work on the snow day. If the employee works less than five (5) hours, the employee shall be paid at his or her hourly rate.

J. Custodians shall not be required to chaperon extra-curricular activities.

K. **CUSTODIANS**

1. On all non-school days, night shift employees shall report for the 7:00 a.m. day shift.

2. All work shifts and hours shall be designated at the beginning of the school year.
3. Painting work shall be assigned to the custodians/maintenance each calendar year.
4. Employees will not be required to work alone in a hazardous area.
5. **Overtime Work:** Overtime work shall rotate among custodians within each building. If all custodians refuse overtime work in a building, in such case the overtime work shall be offered to custodians in seniority order off the general roster.
6. **Custodian:** All newly hired Custodians shall be required to obtain a black seal license. Custodians will enroll in a black seal license school prior to their 1<sup>st</sup> year anniversary date. If, after course completion, a license has not been earned, the employee may be terminated by the Supervisor. The determination of when an employee goes to school and takes tests will be made by the Supervisor of Buildings and Grounds.



ARTICLE 45

SUPPORT STAFF

SENIORITY

- A. Seniority shall be defined as length of continuous service as a permanent full-time Support Staff employee with the Howell Township District.
- B. For the purpose of determining increment steps on the salary guide, all Support Staff employees hired on or before February 1<sup>st</sup> shall receive a step increment the following school year.
- C. Custodians and Food Service Personnel will be assigned and scheduled to a school or location by their Supervisor as needed, with the approval of the Assistant Superintendent of Schools for Business and the Supervisor. Such employees shall have the right to notify the Supervisor of their shift selection. The Supervisor may or may not honor the request.
- D. All vacated or newly created custodian positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays) and remain posted for seven (7) days (excluding Saturday, Sunday or holidays). The senior qualified full-time Support Staff employee who bids for the open position shall be awarded the position with a sixty (60) day trial period. Maintenance, Head Custodian, Night Head Custodian, Cafeteria Manager. After the sixty (60) day trial, the Assistant Superintendent of Schools for Business shall determine whether the Board shall retain said employees in the new position on a permanent basis. All other positions not listed above will be advertised in accordance with the Supervisor and Assistant Superintendent of Schools for Business making the selection.
- E. All vacated or newly created maintenance and mechanic positions shall be posted within three (3) days (excluding Saturday, Sunday or Holidays) and remain posted for seven (7) days (excluding Saturday, Sunday or Holidays). The most qualified full-time Support Staff employee who bid for the open position shall be awarded the position with a sixty (60) day trial period. If, after the sixty (60) day trial period, said person has proven to the Assistant Superintendent of Schools for

Business to be qualified to hold the new position, the Board shall retain said person in the new position on a permanent basis. Where two (2) or more Support Staff employees have equal qualifications, the most senior shall be awarded the trial period. If no qualified Support Staff employees apply, the Board can then fill the position from applicants outside the District. The phrase "qualified person" or "qualified employee" shall, for the purposes of the within provision, be defined as the person or employee who has met the requirements for the specific position or task.

F. In case of layoffs, the least senior Support Staff employees in the classification affected will be laid off first.

G. Any vacancy created by a transfer will be filled by recall of the senior qualified laid-off Support Staff employee.

H. Where Support Staff employees are laid-off and an opening occurs for re-employment, they shall be called back within classification in the order of seniority.

I. The Board shall keep an up-to-date seniority roster posted on each department bulletin board listing all Support Staff employees in the bargaining unit together with their job classification and date of hire, a copy of such roster shall also be submitted to the Association.

J. Temporary vacancies caused by vacations, personal days, etc., shall be filled with a substitute who is the most senior custodian in the building in which the vacancy occurs when possible. If no custodians in the building are available to fill the vacancy, then the vacancy shall be filled by choosing a substitute by inverse seniority of Support Staff employees on a district wide basis.

K. All vacated or newly created transportation and/or food services positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays) and shall remain posted for seven (7) days (excluding Saturday, Sunday or holidays).

L. After the applicable posting periods, the Assistant Superintendent of Schools for Business will have a minimum of three weeks from the closing date from application to the test date to notify

applicants as to what materials the test will be composed of. The identification of these materials will be provided in the notice of the test date to the applicant. The materials used for the test will be available at the Board Office by request and appointment.

ARTICLE 46

SUPPORT STAFF

LEAVE OF ABSENCE

A. Twelve (12) month Support Staff shall be allowed, without deduction from salary, twelve (12) days sick leave per year for personal illness or injury. Ten (10) month Support Staff shall be allowed, without deduction from salary, eleven (11) days sick leave per year for personal illness or injury. All unused sick leave days are cumulative. The Board shall post a list once each year (on or before October 1) listing all Support Staff by name and the number of unused sick days credited to each Support Staff member.

1. **Unused Sick Leave:** Support Staff employees retiring will receive ninety (\$90.00) dollars per day for up to a maximum of one hundred (100) days for unused sick leave. The Support Staff member must have at least fifteen (15) years of service in the district to qualify.

B. In case of sick leave claimed, the Assistant Superintendent of Schools for Business may require a physician's certificate to be filed with the Board's secretary in order to obtain sick leave payment.

C. The Board may grant, upon written request by the Support Staff member, an extended leave of absence due to sickness without pay for the period of time which the Support Staff Member is under active treatment. For those Support Staff members who have served in the District for less than ten (10) years, the length of the absence due to sickness without pay may not extend beyond one (1) year. For those Support Staff members who have served in the District for ten (10) years or more, the extended leave of absence due to sickness without pay may extend up to eighteen (18) months.

D. Support Staff members who have served in the District less than ten (10) years shall be eligible to receive paid-in-full health care benefits for a maximum of one (1) full year while on Board approved extended sick leave and shall have the option of extending those benefits for an additional six

(6) months at the employee's own cost. Support Staff members who have served in the District for ten (10) years or more shall be eligible to receive paid-in-full health care benefits for a maximum of eighteen (18) months while on Board approved extended sick leave and shall have the option of extending those benefits for an additional six (6) months at the Support Staff member's sole cost.

E. Three (3) days of absence for urgent personal need or urgent personal business need shall be allowed with full pay each year. Except in cases of emergency, application to the immediate superior for personal leave shall be made at least three (3) days, seventy two (72) hours, before such leave. The applicant shall be required to state a reason for requesting such leave for one of the three (3) days allowed for urgent personal need or urgent personal business need.

F. The Assistant Superintendent of Schools for Business will authorize up to five (5) days leave, per occurrence, with pay due to a death in the immediate family. The following are considered members of the immediate family: husband, wife, children, and any other members of the same house; father and mother; sisters and brothers; grandparents; father-in-law and mother-in-law; sister-in-law and brother-in-law; son-in-law and daughter-in-law; and grandchild.

1. The Assistant Superintendent of Schools for Business will authorize one (1) day leave per year with pay due to the death of an immediate friend or distant relative.

ARTICLE 47

SUPPORT STAFF HOLIDAYS

- A. The Board agrees to guarantee to all twelve (12) month Support Staff members within the bargaining unit fourteen (14) paid holidays per year. The holidays for each year will be indicated on the school calendar.
- B. Any Support Staff member required to work on such holiday will receive a rate of pay equivalent to one and one-half (1 ½) times his regular rate of pay for all time spent at work in addition to any holiday pay.

ARTICLE 48

VACATIONS – 12 MONTH SUPPORT STAFF EMPLOYEES

A. Vacation leave shall be scheduled in consonance with the work schedule of the Department and shall be subject to the approval of the employee's Supervisor. Choice of vacation period shall be by the Support Staff members in seniority order. Prior to May 30 of each year the Supervisors of Buildings and Grounds and Transportation shall post a schedule showing all school days during which vacations may be taken.

B. Vacation leave shall be earned according to the employment service at the following rates and under the following terms and conditions:

1. For the purpose of this paragraph "a year" shall be defined as the twelve (12) month period from anniversary date to anniversary date.
2. For any Support Staff member employed less than ten (10) weeks prior to July 1 there shall be no vacation.
3. For any Support Staff member employed more than twelve (12) weeks prior to July 1 there shall be on (1) vacation day for each twelve (12) weeks of service.
4. Completion of one (1) year of service through completion of four (4) years of service, one (1) day a month or a total of twelve (12) days a year.
5. Completion of five (5) years of service through completion of nine (9) years of service, one and one-half (1 1/2) days a month or a total of fifteen (15) days per year.
6. Completion of ten (10) years of service through completion of fourteen years of service, one and two-thirds (1 2/3) days a month or a total of twenty (20) days per year.
- C. Vacation leave may not be taken in advance of being earned. Vacation leave must be taken within one (1) year of the year in which it was earned.

D. Vacation leave may not be taken in the year of accrual, but rather must be taken during the following year.

E. All Support Staff members are expected to take their vacations between July 1 and August 30.

F. Support Staff members shall be allowed to take vacations during the school year, so long as the vacation scheduled is in consonance with the work schedule of the department, and shall be subject to the following:

1. Vacation to be taken during the school year shall be requested in writing no later than May 30<sup>th</sup> of the school year preceding the year in which the leave is to be taken.

2. Each Support Staff member will be notified within fifteen (15) days of the acceptance or rejection of their proposed vacation schedule. Each Support Staff member shall have fifteen (15) days of the acceptance or rejection of their proposed vacation schedule. Each Support Staff member shall have fifteen (15) days thereafter to submit a new vacation schedule where the initial schedule has been rejected.

3. The Board guarantees that vacation time during the school year shall be available on the basis of one (1) man per week for the period of October through March, except for the day or days which the Supervisor of Buildings and Grounds has determined that no vacations may be taken. An additional vacation schedule, in addition to the one (1) Support Staff member per week rule, shall be at the sole discretion of the Supervisor of Buildings and Grounds. Any additional vacation scheduled to be on seniority basis.

4. Support Staff members may apply for vacation before the vacation is earned, however, no vacation may be taken, even though scheduled and accepted, until the vacation has been earned.



ARTICLE 49

SUPPORT STAFF

TEMPORARY VACANCIES

Any Support Staff member working in a higher classification on a temporary basis five (5) working days or more shall receive the higher rate of pay beginning the sixth (6<sup>th</sup>) working day from day one (1) of the higher assignment.

ARTICLE 50

MISCELLANEOUS PROVISIONS

FOR SUPPORT STAFF

A. For Support Staff members required to obtain a commercial driver's license (CDL), the Board will pay for the fingerprinting and the license renewal every four (4) years. This only applies to Support Staff members after they are hired. New Support Staff members will continue to pay for their own CDL and fingerprinting.

B. Should the Board privatize or contract out any of the current Support Staff bargaining unit positions, the Board shall provide no less than six (6) months notice to the Association and the affected employees.

C. 1. The Board shall deduct from the wages of Support Staff members the first pay day of each and every calendar month and remit to the Secretary-Treasurer of the Association regular membership dues, assessment or fines, for those Support Staff members who sign authorization cards permitting such payroll deductions.

2. The Association will indemnify and save harmless the Board from any and all claims and disputes that may arise out of or by reason of action taken by the Board in reliance on the authorization of deducted monies on behalf of the Association.

ARTICLE 51

INCLEMENT WEATHER

When schools are closed because of inclement weather, food service personnel and bus drivers shall not be expected to report to work. If because of special circumstances, they are required to report, equivalent time off shall be granted.

## ARTICLE 52

### PART-TIME CUSTODIAL/MAINTENANCE EMPLOYEES

- A. Part-time employees shall be defined as those regularly less than thirty-five (35) hours per week.
- B. No part-time employee shall be entitled to health benefits.
- C. No part-time employee shall be entitled to any fringe benefits except for statutory sick leave.
- D. The Board agrees to appoint four (4) part-time custodial/maintenance employees to full-time custodial/maintenance positions. The Board agrees to utilize normal principals of seniority in making these appointments; i.e., those four (4) part-time employees who previously have worked five (5) days per week within the district for the longest period of time shall be appointed.
- E. Any part-time employee who becomes full-time shall, as a requirement of continued employment, obtain a black seal license within six (6) months from the date of appointment to full-time.
- F. Should any part-time employee become full-time, he or she will become entitled to health benefits only if he or she regularly works thirty-five (35) hours or more per week.
- G. Scheduling and assignment of part-time employees shall continue to be in the discretion of the Administration as in the past.
- H. During the first nine (9) months of employment, part-time employees shall be considered probationary employees, and may be dismissed in the discretion of the Administration for any reason. There shall be no recourse to the grievance procedure in the event of termination during the probationary period. After said probationary period, the Administration may dismiss a part-time employee pursuant to this Collective Bargaining Agreement.
- I. The Board agrees that before non-employees are considered for any future full-time custodial/maintenance positions, current part-time employees as named below will be given an

opportunity to apply, and will be given preference over non-employees. The Board agrees to utilize normal principles of seniority in making these appointments, as defined pursuant to paragraph D above.

If one of these employees is offered a full-time position and refuses same, the Board's obligation for hiring shall be deemed fulfilled.

J. New part-time employees will be given an opportunity to apply for any new or vacant full-time/maintenance positions and the Board shall consider seniority; however, the Board retains the right to hire any applicant in its sole discretion.

## ARTICLE 53

### TRANSPORTATION

- A. All buses operated by the Board while in service transporting students shall be driven by a driver on the Howell Township School District Transportation bus driver roster, except in case of emergency or special circumstances such as no regular driver being available.
- B. On or before August 25, of each year, the Transportation Supervisor will make available to the Bus Drivers a list of all runs and bus assignments, and all runs and/or assignments shall be picked by Bus Drivers on a rotating seniority basis. The seniority list shall be exhausted before a driver can have an additional run. Runs posted after the "initial pick" shall be offered in the same manner.
- C. Annual pick of Bus Drivers' runs: Association representative of Transportation will assist the Transportation Supervisor in the drivers' picking of runs. If a driver does not make him or herself available at the time the runs are picked and leaves no choice, a pick will be made for him by the Association representative of Transportation.
  - D. 1. All field trips and vocational trips shall be posted on Wednesday of the week preceding the trip.
  2. Drivers will pick trips on a seniority-rotation basis.
  3. All drivers shall report for the trip-pick immediately after the last run, but no later than 9:15 a.m. If reporting back by 9:15 a.m. is not possible due to the driver's working, the driver may leave the choice in writing, but must report to the Transportation Office immediately upon completing work. Any driver who fails to report at that time and place shall be excluded from the trip-pick.
  4. In the event a driver is working on the Thursday of the trip-pick, the driver will be contacted by the Transportation Office by telephone. In the event the driver cannot be reached, the driver shall be excluded from the trip-pick.

5. Any driver that will be on a trip or an Association business at the time that the trip-pick is being held shall leave their choice in the Transportation Office by 3:30 p.m. of the day preceding the trip-pick.
6. In the event a driver is sick the day of the trip so picked by the driver, the trip will be reassigned by the Transportation Supervisor, if possible, to a substitute.
7. If a school is closed for any reason on the Thursday of a trip-pick, all trips will be picked on the Wednesday preceding from 9:00 to 9:30 a.m.
8. If a trip is postponed, the trip, when rescheduled, will be given to the driver who initially picked the trip.
9. If a trip is canceled the day of assignment, the bus driver shall receive two (2) hours pay for the cancelled assignment. If notice of the cancellation is given to the bus driver before the day of the assignment, then there shall be no reimbursement to the driver.
10. All emergency trips will be offered to bus drivers in accordance with Paragraph F of this Article.
11. The driver seniority roster shall be determined as of September 1 of the current contract year.
12. The Supervisor and Association will experiment with a back-up bid system to see if this procedure can be implemented.
- E. Association Committeemen in the Transportation Department will not lose their turn on any field trip if by-passed because of requirement of duties to perform official Association Business.
- F. Extra trips and/or emergency field trips will be offered to Bus Drivers on a strict seniority basis.

G. Bus drivers will be required to sweep their buses but are not required to do any mechanical repair or maintenance work in connection with said buses, as indicated by the Transportation Supervisor.

H. Bus drivers shall receive within their normal work day fifteen (15) minutes for the purpose of sweeping their buses. The Board retains the right at any time to hire additional personnel to perform said task. In the event the Board shall hire personnel to clean and maintain the buses, then the bus drivers shall no longer receive said fifteen (15) minute cleaning period.

I. All drivers must possess a valid New Jersey State Special Bus Driver and School Bus Driver License. All drivers must possess a Commercial/Drivers License. The existing bus drivers will be reimbursed for the amount of money spent to obtain their C.D.L. license and fingerprinting, not to exceed \$37.00 and \$73.00 respectively.

J. All drivers will operate and maintain their assigned vehicles in a manner which reflects the highest standard of this school district, and the Board Administrator will have the vehicles serviced and maintained in the highest safety standards.

K. Any vehicle which is turned in by a driver which has a safety defect will be put out of service and will not be returned to service until the defect is corrected.

L. Bus Drivers shall receive all necessary supplies for the fulfillment of their required duties.

M. A bus run that has been materially changed ten dollars (\$10.00) or more per week in wages after the general pick of bus runs, the bus driver affected by the material change may bump off the run, and such run shall again be posted for pick from the top senior bus driver down.

N. Assignment of New Buses: New buses shall be assigned starting with the top senior driver on the roster down in seniority order.



Then each year thereafter, the new buses shall be assigned starting from the senior driver who had not been assigned a new bus down in seniority order, etc., until the last driver on the seniority roster has been assigned a new bus.

After the entire driver's seniority roster has been exhausted for the purpose of assignment of new buses, then the assignment of the new buses shall again revert back starting with the top senior driver down in seniority order, etc.

New drivers will not be eligible to be placed on the roster for new bus assignment until completion of two contract increment steps.

The assignment for new vans and/or station wagons shall be the same policy as the assignment of new buses.

O. The Board shall establish a safety awards program for drivers with outstanding records.

P. Bus Drivers shall be given the right of first refusal on all extra work before outside contractors are utilized.

ARTICLE 54

SUPPORT STAFF

CLOTHING ALLOWANCE

A. Building and Grounds Personnel shall receive the following lump sum uniform allowances:

Clothing Allowance: Custodial Personnel - \$125.00 per year

Maintenance Personnel - \$155.00 per year

Grounds Personnel - \$155.00 per year

The Board through its purchasing process will select an approved vendor for these personnel to choose their clothing items up to the allowance for each employment classification. This does not include the \$55.00 shoe allowance. Management shall specify the type of shoes to be worn by specific personnel and provide same.

B. Cafeteria employees will be provided with one (1) pair of white shoes and hair nets. Food Service employees shall receive three (3) uniforms. Mechanics will be provided with a heavier jacket or insulated overalls. Food Service Personnel shall be consulted regarding uniforms, prior to Administration ordering same.

C. Mechanics, Maintenance and Grounds Employees, Custodians, Cafeteria Employees, Bus Drivers and Bus Aides will be given a \$55 shoe allowance. Cafeteria employees will be provided with aprons per present practice.

D. Support Staff employees shall receive their clothing issue no later than October 1 of each year. Support Staff employees shall be required to wear full uniform at all times while on duty.

E. Uniforms shall be defined with regard to custodian and maintenance personnel, as a matching shirt and a pair of pants. With regard to food service personnel, uniforms shall be defined as a dress or pant-suit type outfit.

F. Each school shall have available three complete sets of foul weather clothing.

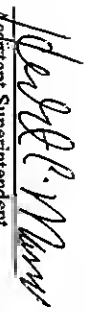
ARTICLE 55

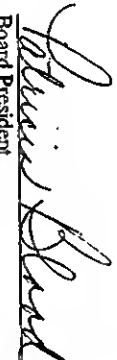
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005.


IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and the corporate seals be placed thereon.


ATTEST: HOWELL TOWNSHIP BOARD OF EDUCATION

  
Assistant Superintendent  
Board Secretary

  
Board President

ATTEST: HOWELL TOWNSHIP EDUCATION  
ASSOCIATION

  
Secretary

  
President

2002-2003

TEACHERS SALARY GUIDE

SCHEDULE A

Teachers who  
have completed  
# of years by  
June 30, 2002

Years.	Step	Ba	Ba15	Ba30	Ma	Ma15	Ma30
0	1	\$37,275	\$37,775	\$38,275	\$38,775	\$39,275	\$39,775
1	2	\$37,675	\$38,175	\$38,675	\$39,175	\$39,675	\$40,175
2	3	\$38,175	\$38,675	\$39,175	\$39,675	\$40,175	\$40,675
3	4	\$38,700	\$39,200	\$39,700	\$40,200	\$40,700	\$41,200
4	5	\$39,300	\$39,800	\$40,300	\$40,800	\$41,300	\$41,800
5	6	\$39,925	\$40,425	\$40,925	\$41,425	\$41,925	\$42,425
8	7	\$40,475	\$40,975	\$41,475	\$41,975	\$42,475	\$42,975
7	8	\$42,300	\$42,800	\$43,300	\$43,800	\$44,300	\$44,800
8	9	\$45,330	\$45,830	\$46,330	\$46,830	\$47,330	\$47,830
9	10	\$46,850	\$47,350	\$47,850	\$48,350	\$48,850	\$49,350
10	11	\$48,125	\$48,625	\$49,125	\$49,625	\$50,125	\$50,625
11	12	\$49,175	\$49,675	\$50,175	\$50,675	\$51,175	\$51,675
12	13a	\$52,434	\$52,934	\$53,434	\$53,934	\$54,434	\$54,934
	13b	\$58,513	\$59,013	\$59,513	\$60,013	\$60,513	\$61,013
13	13c	\$78,270	\$78,770	\$79,270	\$79,770	\$80,270	\$80,770

A Teacher at Step 12 at the end of the 2001-02 school year will progress through the salary guide as follows:

Effective 9/1/02 the Teacher will move to Step 13a.

Effective 2/1/03 the Teacher will move to Step 13b.

Effective 9/1/03 the Teacher will move to Step 13c.

2003-2004

TEACHER'S SALARY GUIDE

SCHEDULE B

Teachers who  
have completed  
# of years by  
June 30, 2003

Years	Step	Ba	Ba15	Ba30	Ma	Ma15	Ma30
0	1	\$37,775	\$38,275	\$38,775	\$39,275	\$39,775	\$40,275
1	2	\$38,500	\$39,000	\$39,500	\$40,000	\$40,500	\$41,000
2	3	\$39,225	\$39,725	\$40,225	\$40,725	\$41,225	\$41,725
3	4	\$39,825	\$40,325	\$40,825	\$41,325	\$41,825	\$42,325
4	5	\$40,450	\$40,950	\$41,450	\$41,950	\$42,450	\$42,950
5	6	\$41,150	\$41,650	\$42,150	\$42,650	\$43,150	\$43,650
6	7	\$42,025	\$42,525	\$43,025	\$43,525	\$44,025	\$44,525
7	8	\$42,825	\$43,325	\$43,825	\$44,325	\$44,825	\$45,325
8	9	\$44,750	\$45,250	\$45,750	\$46,250	\$46,750	\$47,250
9	10	\$47,880	\$48,380	\$48,880	\$49,380	\$49,880	\$50,380
10	11	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000
11	12	\$50,825	\$51,325	\$51,825	\$52,325	\$52,825	\$53,325
12	13a	\$53,899	\$54,399	\$54,899	\$55,399	\$55,899	\$56,399
	13b	\$59,946	\$60,446	\$60,946	\$61,446	\$61,946	\$62,446
13	13c	\$80,670	\$81,170	\$81,670	\$82,170	\$82,670	\$83,170

A Teacher at Step 12 at the end of the 2002-03 school year will progress through the salary guide as follows:

Effective 9/1/03 the Teacher will move to Step 13a.

Effective 2/1/04 the Teacher will move to Step 13b.

Effective 9/1/04 the Teacher will move to Step 13c.

2004-2005

TEACHER'S SALARY GUIDE

SCHEDULE C

Teachers who  
have completed  
# of years by  
June 30, 2004

Years	Step Ba	Ba15	Ba30	Ma	Ma15	Ma30
0	1 \$38,275	\$38,775	\$39,275	\$39,775	\$40,275	\$40,775
1	2 \$39,275	\$39,775	\$40,275	\$40,775	\$41,275	\$41,775
2	3 \$39,825	\$40,325	\$40,825	\$41,325	\$41,825	\$42,325
3	4 \$41,775	\$42,275	\$42,775	\$43,275	\$43,775	\$44,275
4	5 \$42,500	\$43,000	\$43,500	\$44,000	\$44,500	\$45,000
5	6 \$43,350	\$43,850	\$44,350	\$44,850	\$45,350	\$45,850
6	7 \$44,275	\$44,775	\$45,275	\$45,775	\$46,275	\$46,775
7	8 \$45,225	\$45,725	\$46,225	\$46,725	\$47,225	\$47,725
8	9 \$47,250	\$47,750	\$48,250	\$48,750	\$49,250	\$49,750
9	10 \$50,530	\$51,030	\$51,530	\$52,030	\$52,530	\$53,030
10	11 \$52,200	\$52,700	\$53,200	\$53,700	\$54,200	\$54,700
11	12 \$53,575	\$54,075	\$54,575	\$55,075	\$55,575	\$56,075
12	13a \$56,544	\$56,044	\$56,544	\$57,044	\$57,544	\$58,044
	13b \$61,728	\$62,228	\$62,728	\$63,228	\$63,728	\$64,228
13	13c \$83,370	\$83,870	\$84,370	\$84,870	\$85,370	\$85,870

A Teacher at Step 12 at the end of the 2003-04 school year will progress through the salary guide as follows:

Effective 9/1/04 the Teacher will move to Step 13a.

Effective 2/1/05 the Teacher will move to Step 13b.

Effective 9/1/05 the Teacher will move to Step 13c.

COTA SALARY GUIDE

SCHEDULE D

Step	2002-03	2003-04	2004-05
1	\$28,250	\$28,500	\$28,750
2	\$28,910	\$29,380	\$29,754
3	\$29,426	\$30,066	\$30,673
4	\$29,943	\$30,603	\$31,389
5	\$30,459	\$31,140	\$31,950
6	\$31,027	\$31,677	\$32,510
7	\$31,595	\$32,268	\$33,071
8	\$33,376	\$33,858	\$33,687
9	\$36,194	\$34,711	\$34,304
10	\$37,506	\$37,642	\$36,238



SPECIAL EDUCATION ASSISTANTS SALARY GUIDE

SCHEDULE E

Step	2002-03	2003-04	2004-05
1	\$20,850	\$21,250	\$21,650
2	\$21,218	\$21,684	\$22,185
3	\$22,109	\$22,067	\$22,638
4		\$22,993	\$23,038
5			\$24,005

**SECRETARIES SALARY GUIDE**

**SCHEDULE F**

Step	2002-03	2003-04	2004-05
1	\$23,525	\$25,275	\$25,700
2	\$23,975	\$25,685	\$26,490
3	\$24,675	\$25,450	\$26,560
4	\$25,275	\$26,075	\$26,500
5	\$26,830	\$27,630	\$27,225
6	\$27,475	\$28,375	\$28,822
7	\$28,075	\$29,000	\$29,630
8	\$28,675	\$29,675	\$30,400
9	\$29,350	\$30,400	\$31,275
9a	\$34,173	\$34,231	\$37,979
9b	\$37,188	\$36,786	\$42,449
10	\$45,003	\$46,378	\$48,278

OFFICE ASSISTANTS SALARY GUIDE

SCHEDULE G

Step	2002-03	2003-04	2004-05
1	\$16,600	\$16,900	\$16,900
2	\$16,750	\$16,950	\$17,300
3	\$16,795	\$17,000	\$17,400
4	\$17,075	\$17,045	\$17,425
5	\$17,275	\$17,370	\$17,520
6	\$17,525	\$17,575	\$17,870
7	\$17,825	\$17,825	\$18,150
8	\$18,450	\$18,150	\$18,425
9	\$19,360	\$18,775	\$18,825
9a	\$22,088	\$20,493	\$20,895
9b	\$23,847	\$22,837	\$23,034
10	\$31,175	\$31,675	\$32,575

PART TIME CUSTODIAL MAINTENANCE SALARY GUIDE

SCHEDULE H

2002-03	2003-04	2004-05
\$8.19	\$8.52	\$8.89

CUSTODIANS SALARY GUIDE

SCHEDULE I

Step	2002-03	2003-04	2004-05
1	\$22,250	\$22,500	\$22,750
2	\$22,500	\$23,200	\$23,500
3	\$23,200	\$24,050	\$24,200
4	\$24,100	\$25,050	\$24,980
5	\$24,625	\$25,625	\$26,000
6	\$25,293	\$26,493	\$26,625
7	\$26,250	\$27,500	\$27,543
8	\$26,915	\$28,165	\$28,610
9	\$27,675	\$28,975	\$29,315
9a	\$32,574	\$34,182	\$34,462
9b	\$35,840	\$37,653	\$38,750
10	\$43,880	\$45,030	\$46,130

HEAD CUSTODIANS SALARY GUIDE

SCHEDULE J

Step	2002-03	2003-04	2004-05
1	\$26,400	\$26,900	\$27,400
2	\$28,350	\$27,500	\$27,975
3	\$28,925	\$29,925	\$28,600
4	\$29,600	\$30,625	\$31,025
5	\$31,450	\$32,525	\$31,750
6	\$32,120	\$33,245	\$33,755
7	\$32,650	\$33,885	\$34,545
8	\$33,325	\$34,575	\$35,235
9	\$33,925	\$35,175	\$35,925
9a	\$38,631	\$38,867	\$39,837
9b	\$41,768	\$41,329	\$42,444
10	\$48,885	\$50,335	\$52,560

**MAINTENANCE SALARY GUIDE**

**SCHEDULE K**

Step	2002-03	2003-04	2004-05
1	\$29,750	\$30,050	\$30,350
2	\$30,400	\$31,026	\$31,250
3	\$31,050	\$31,675	\$32,257
4	\$31,890	\$32,500	\$32,925
5	\$32,510	\$33,515	\$33,900
5a	\$36,020	\$38,036	\$39,596
5b	\$38,543	\$41,720	\$43,393
6	\$49,055	\$50,930	\$52,500

GROUNDS SALARY GUIDE

SCHEDULE L

Step	2002-03	2003-04	2004-05
1	\$26,000	\$26,150	\$26,300
2	\$26,350	\$26,845	\$27,196
3	\$26,900	\$27,400	\$27,750
4	\$28,000	\$28,550	\$27,900
5	\$28,100	\$28,750	\$29,100
6	\$28,925	\$29,625	\$29,450
7	\$29,725	\$30,435	\$30,375
8	\$30,385	\$31,185	\$31,185
9	\$31,035	\$31,895	\$32,035
9a	\$35,661	\$33,096	\$35,696
9b	\$38,745	\$35,097	\$38,931
10	\$46,045	\$47,045	\$48,160



BUS DRIVERS SALARY GUIDE

SCHEDULE M

Step	2002-03	2003-04	2004-05
1	\$11.95	\$12.05	\$12.15
2	\$12.24	\$12.43	\$12.58
3	\$12.45	\$12.72	\$12.97
4	\$13.01	\$12.95	\$13.28
5	\$13.12	\$13.53	\$13.52
5a	\$13.04	\$13.12	\$13.53
6	\$24.68	\$25.66	\$26.79

5a continues on last year's step 5 for 7/10ths of the year, then moves to step 6 for the remaining 3/10ths of the year.

BUS AIDES SALARY GUIDE

SCHEDULE N

Step	2002-03	2003-04	2004-05
1	\$7.80	\$7.90	\$8.05
2	\$7.95	\$8.11	\$8.25
3	\$8.09	\$8.27	\$8.47
4	\$8.32	\$8.42	\$8.63
5	\$8.53	\$8.65	\$8.79
6	\$8.76	\$8.87	\$9.04
7	\$8.82	\$9.11	\$9.26
7a	\$9.11	\$8.82	\$9.11
8	\$19.52	\$20.30	\$21.20

7a continues on last year's step 7 for 5/10ths of the year, then moves to step 8 for the remaining 5/10ths of the year.

MECHANICS SALARY GUIDE

SCHEDULE O

Step	2002-03	2003-04	2004-05
1	\$28,775	\$29,000	\$29,275
2	\$29,475	\$29,710	\$30,160
3	\$30,225	\$30,675	\$30,898
4	\$30,300	\$31,525	\$32,275
5	\$30,900	\$31,750	\$33,325
5a	\$34,374	\$36,303	\$39,118
5b	\$36,824	\$39,905	\$42,980
6	\$47,030	\$48,910	\$51,060

CAFETERIA WORKERS SALARY GUIDE

SCHEDULE P

Step	2002-03	2003-04	2004-05
1	\$8.20	\$8.35	\$8.50
2	\$8.31	\$8.53	\$8.72
3	\$8.49	\$8.64	\$8.90
4	\$8.65	\$8.83	\$9.02
5	\$8.89	\$9.00	\$9.22
6	\$9.13	\$9.25	\$9.39
7	\$15.04	\$15.65	\$16.33

# CAFETERIA MANAGERS SALARY GUIDE

## SCHEDULE Q

Step	2002-03	2003-04	2004-05
5	\$8.72	\$8.85	\$8.98
6	\$9.14	\$9.07	\$9.10
7	\$9.36	\$9.50	\$9.54
7a	\$9.56	\$9.74	\$9.78
8	\$12.09	\$21.94	\$22.02

7a continues on last year's step 7 for 5/10ths of the year, then moves to step 8 for the remaining 5/10ths of the year.